

BK 3213 PG 244  
*Know all Men by these Presents*

55-2-58 ✓  
47-153

That Tobi Leanna Schneider, of Waterville, County of Kennebec and State of Maine,

021019

in consideration of ONE DOLLAR (\$1.00) and other valuable consideration

paid by Laurent L'Heureux of Waterville, County of Kennebec and State of Maine,

**NO TRANSFER  
TAX PAID**

the receipt whereof I do hereby acknowledge, do hereby  
give, grant, bargain, sell and convey unto the said Laurent L'Heureux,

his heirs and assigns forever, my undivided  
one half interest in  
a certain lot or parcel of land

A certain lot or parcel of land with buildings thereon situated on First Rangeway and Averill Terrace in said Waterville and bounded and described as follows, to wit:

Being lot numbered thirty-seven (37) on a plan entitled "Portion of Mount Merici Heights, Waterville, Maine", dated November 3, 1953, and recorded in the Kennebec Registry of Deeds in Plan Book 17B, Page 162, to which plan reference is hereby made for further description, location and dimensions of the lot hereby conveyed.

Subject, however, to the following restrictions from I to IX, inclusive, which will be binding upon the said grantee and all persons claiming or holding under or through said grantee for a period extending to January 1, 1975, and which, until said date, shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels nor shall any building at any time situate on said land be used for business or any manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

SECTION II. That no house for more than one family shall be built upon said land and that no dwelling house costing less than seven thousand (\$7,000.00) dollars, shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet.

SECTION III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached and made a part of the house, in which event, it shall not be nearer any side street than twenty-five (25) feet.

SECTION IV. That no placards or advertising signs other than such as relate to the sale of the leasing of said lot, shall be erected or maintained on said lot or any building thereon.

SECTION V. That no fences or construction of any kind other than dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

SECTION VI. That no cows, horses, goats, swine, hens, or dog kennels shall at any time be kept or maintained on said lot or in any buildings thereon.

SECTION VII. That if the owner of two or more contiguous lots purchased from the within Grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be constructed as applying to a single lot.

SECTION VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to lots numbered 20 to 36, both inclusive, 69 and 70, 46 to 47, 56 to 57 and 61 to 67, both inclusive, on plan of said Mount Merici Heights, and for a violation of the terms thereof, or any of them by the said grantee herein named, or any persons holding or claiming by, under or through the aforesaid grantee, the right is expressly reserved to the grantor and its assigns, or the owner of any of the above numbered lots to proceed at law or in equity to compel compliance with the terms hereof. The Grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions.

SECTION IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove stated.

Meaning and intending to hereby convey the same premises conveyed to the within Grantors by Warranty Deed of Fernand D. Fortin and Marion D. Fortin, dated December 1976, and recorded in the Kennebec County Registry of Deeds in Book 1962, Page 113.

Subject to a first mortgage with People's Heritage Savings Bank, dated February 20, 1987 and recorded in the Kennebec County Registry of Deeds, in Book 3111, Page 33.

joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises, have hereunto set my hand and seal this thirteenth day of August in the year of our Lord one thousand nine hundred and eighty-seven

Signed, Sealed and Delivered  
in presence of

WITNESS

Tobi L. Schneider  
TOBI LEANNA SCHNEIDER

State of Maine, Kennebec ss.

August 13, 1987

Personally appeared the above named Tobi Leanna Schneider

and acknowledged the above instrument to be her free act and deed.

RECEIVED KENNEBEC SS.

Before me,

1987 AUG 17 AM 9:00

RECORDED FROM ORIGINAL

Laurie L. Roberts  
Justice of the Peace.  
Notary Public

